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License Agreement Between Statitrol and Cereberus Ltd.

Statitrol Corporation

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Contract Term I extends with regard to Patents No. 1 and 3 to the validity of these patents and with regard to Patent No. 2 to the period ending January 1, 1981. Upon request of LICENSEE, LICENSOR is willing to extend the Agreement related to Patent No. 2 for an additional period at reasonable terms (Contract Term II).

§ 17

Written form

Modifications of and supplements to this Agreement must be made in writing.

§ 18

Partial invalidity

The nullity of some clauses of this contract does not affect the validity of the other clauses. The invalid clauses are to be replaced by such valid clauses as come as near as possible to the desired economical purpose of the clause rendered invalid.

§ 19

Governing law and jurisdiction

This Agreement is governed by the laws of Germany (BRD).

However, the patent situation will be judged under the laws of the country in which the patent was granted. Place of jurisdiction for all disputes arising from this Agreement is Stuttgart, Germany.

Maennedorf,

July 15, 1975

STATITROL CORPORATION

CERBERUS LTD.

Robert H. ...

E. ...

§ 13

Defence of patents

LICENSOR uses its best efforts to prevent or to stop any infringement of its patents and, for this purpose and within reasonable limits, will take the necessary steps at its own costs. LICENSEE will support in every possible and necessary way LICENSOR in fighting patent infringements.

§ 14

Licence Agreement with third parties

LICENSOR endeavours to the best of its ability not to conclude any Licensing Agreements with third parties which grant comparatively more favourable terms to such third parties than they are granted to LICENSEE under the present Agreement.

§ 15

Licence Agreement for Territories II and III

If LICENSEE intends to become active in a country belonging to TERRITORY II or TERRITORY III it will inform LICENSOR of such intention. LICENSOR is willing to also grant Licensing Agreements for such countries at adequate terms.

If LICENSOR is not free to license one of its patents in one of these countries, LICENSOR will inform its own licensees of the intention of LICENSEE within two months after getting knowledge of such intention and will propose its licensees to conclude corresponding licensing agreements.

On conclusion of the present Agreement, LICENSOR has complied with this obligation to inform as far as the TERRITORY II is concerned.

§ 16

Duration of the Agreement

This Agreement will be effective after being signed by both parties and after LICENSOR has received the payment mentioned in § 7.

✓ In case of non-existence of one of the patents or of a defect of its licensing right, LICENSOR has to refund to LICENSEE an adequate share of the royalty and, if a negligence of LICENSOR can be proved, LICENSOR is subject to a legal indemnification.

§ 9

Liability in case of claims by third parties

Should LICENSEE be attacked for patent infringements because ^{IT IS} ~~they are~~ using the afore-mentioned patents, LICENSOR is to be informed at once and must be offered the opportunity to participate in a possible lawsuit.

If LICENSOR participates in such a lawsuit, he will, unless agreed otherwise, bear the court costs and reasonable extrajudicial costs but not to exceed the amount as per § 7.

§ 10

Marking

LICENSEE is authorized to affix its own mark on Licensed Products.

§ 11

Exercise of licence right

✓ LICENSEE is not bound to exercise the licence right granted to ^{IT} ~~them~~.

§ 12

Abstention from attack

LICENSEE commits itself neither to attack the patents on its own nor to have them attacked by third parties or to support any party in any form in such attack unless LICENSOR has made known its inventions before filing patent applications.

§ 5

Sub-Licences.

On the condition that the sub-licensing is necessary for the conduct of its business, LICENSEE may grant sub-licences for manufacturing and selling. Upon signing of this Agreement, the sub-licensing to Simplex Time Recorder Co., Gardner/Mass. 01440 USA, is accepted by LICENSOR.

§ 6

Maintenance of patents

LICENSOR will maintain at its own cost the patents as long as this is legally possible.

§ 7

Royalty

LICENSEE will pay to LICENSOR for a possible use of the patents in the past and during Contract Term I a one-time royalty of US-\$ 15'000.- (fifteen thousand US dollars), payable within 30 days after signing this Agreement.

§ 8

Liability

LICENSOR declares that the afore-mentioned patents are in force at the time this Agreement is concluded and warrants that it has made no commitment in favor of its licensees or agents other than those already provided for in the existing Agreements or to any other third party which will prevent implementation of this Agreement and that it will not make such commitment in the future.

The LICENSEE is a company engaged in the manufacture and distribution of fire detectors and fire detecting systems.

The LICENSEE is desirous of obtaining Licences for the patents owned by CERBERUS and CERBERUS is willing to grant such Licences to LICENSEE.

Therefore the parties hereto conclude the following

LICENSING AGREEMENT

§ 1

Licence

LICENSOR hereby grants to LICENSEE the right to make, use and/or sell devices resulting from the inventions on which the aforementioned Patents No. 1, 2 and 3 are based.

§ 2

Technical Know-How

The Licence does not include the supply of technical know-how or other technical assistance for the manufacture of Licensed Products.

§ 3

Licensed Territory

The Licence extends to TERRITORY I.

§ 4

Non-exclusivity

The Licences granted to LICENSEE are non-exclusive.

in Switzerland	Patent no.	446 131	} hereinafter called "TERRITORY I"
in Australia	Patent no.	410 336	
in Belgium	Patent no.	694 152	
in Germany	Patent no.	1 259 227	
in France	Patent no.	1 551 451	
in Great Britain	Patent no.	1 109 587	
in Italy	Patent no.	790 275	
in New Zealand	Patent no.	147 926	
in Austria	Patent no.	268 101	
in Sweden	Patent no.	328 226	} hereinafter called "TERRITORY II"
in South Africa	Patent no.	67/0962	
in Yugoslavia	Patent no.	29 230	
in Canada	Patent no.	834 840	} hereinafter called "TERRITORY II"
in the USA	Patent no.	3 521 263	
in Argentina	Patent no.	160 928	} hereinafter called "TERRITORY III"
in Japan	Patent no.	624 143	

In addition, the LICENSOR owns patents in various countries for an invention concerning an electrical alarm system (hereinafter called "PATENT No. 3"); these patents have been granted in the following countries:

in Switzerland	Patent no.	358 719	} hereinafter called "TERRITORY I"
in Belgium	Patent no.	564 361	
in Germany	Patent no.	1 081 804	
in France	Patent no.	1 198 878	
in the Netherlands	Patent no.	108 575	
in Austria	Patent no.	210 329	
in Spain	Patent no.	240 084	
in Canada	Patent no.	777 397	} hereinafter called "TERRITORY II"
in the USA	Patent no.	3 160 866	
in Japan	Patent no.	279 192	} hereinafter called "TERRITORY III"
in Uruguay	Patent no.	6 738	

L I C E N S E A G R E E M E N T

SEP 6 1975

between CERBERUS Ltd., CH-8708 Maennedorf/Switzerland
(hereinafter called "LICENSOR")

and STATITROL CORPORATION,
140 South Union Boulevard, LAKEWOOD/Col. 80228/USA
represented by its President, Mr. Duane D. Pearsall
(hereinafter called "LICENSEE")

The LICENSOR owns patents in various countries for an invention concerning an ionization fire detector the ionization chamber of which contains a radioactive source with specific radiation characteristics, in particular by the use of Americium; these patents (hereinafter called "PATENT No. 1") have been granted in the following countries:

in Switzerland	Patent no.	416 388	} hereinafter called "TERRITORY I"
in Australia	Patent no.	270 665	
in Germany	Patent no.	1 223 277	
in France	Patent no.	1 373 482	
in Great Britain	Patent no.	1 044 188	
in the Netherlands	Patent no.	137 633	
in South Africa	Patent no.	63/5181	} hereinafter called "TERRITORY II"
in the USA	Patent no.	3 353 170	

Furthermore, the LICENSOR has been granted patents in several countries for an invention concerning an ionization fire detector the ionization chamber of which shows an electrical field strength of less than 5 V/cm; these patents (hereinafter called "PATENT No. 2") have been granted in the following countries: